

Chapman and Cutler LLP

Attorneys at Law

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November 28, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board (the "Board")
395 E Street, S.W.
Washington, DC 20423-0001

RECORDATION NO. 21021-G FILED

NOV 28 '11 -5 45 AM

SURFACE TRANSPORTATION BOARD

Re BNSF Railway Company (BNSF 1997-J)
Termination Agreement

Dear Sir or Madam:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the Termination Agreement (BNSF 1997-J) dated November 28, 2011 (the "*Termination Agreement*"), a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 21021.

The names and addresses of the parties to the enclosed document are as follows:

Lessee	BNSF Railway Company 2500 Lou Menk Drive Fort Worth, Texas 76131-2828
Lessor/Borrower	NBB Fontana Lease Co., Ltd c/o BBAM Aircraft Management LLC 50 California Street, 14th Floor San Francisco, California 94111 Attention: General Counsel
Security Trustee	Wells Fargo Bank Northwest, National Association 299 South Main Street, 12th Floor MAC: U1228-120 Salt Lake City, Utah 84111 Attention: Corporate Trust Services (BNSF 1997-J)

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1966399

Chapman and Cutler LLP

Agent Export Development Canada
 150 Slater
 Ottawa Ontario K1A 1K3
 Canada

The equipment covered by the aforesaid Termination Agreement consists of all railroad equipment previously on file and subject to the documents described under Recordation Number 21021, as such documents may have been supplemented, modified or amended

A short summary of the document to appear in the index follows:

Termination Agreement (BNSF 1997-J).

A fee of forty-one dollars (\$41 00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to.

Ed Luria, Esq
Alvord and Alvord
1050 Seventeenth Street, N W.
Suite 301
Washington, D C 20036

If you have any questions or need further information, please do not hesitate to contact the undersigned at (312) 845-2991

Sincerely,

CHAPMAN AND CUTLER LLP

BY Michael D. Robson
Michael D Robson

Enclosures

TERMINATION AGREEMENT
(BNSF 1997-J)

NOV 28 '11 -5 45 AM

SURFACE TRANSPORTATION BOARD

THIS TERMINATION AGREEMENT (BNSF 1997-J) (the "*Termination Agreement*") is dated November 28, 2011 among NBB Fontana Lease Co., Ltd., as lessor or borrower ("*Lessor*" or "*Borrower*"), BNSF Railway Company (formerly known as The Burlington Northern and Santa Fe Railway Company), as lessee ("*Lessee*"), Wells Fargo Bank Northwest, National Association (successor-in-interest to First Security Bank, National Association), as Security Trustee ("*Security Trustee*") and Export Development Canada (formerly known as Export Development Corporation), as agent ("*Agent*").

RECITALS

A The Lessor and the Lessee have heretofore entered into that certain Lease Agreement (BNSF 1997-J) dated November 25, 1997 (as amended, supplemented or modified to date, the "*Lease*") by which the Lessor has leased to Lessee the railroad equipment described on Schedule A hereto (the "*Equipment*"). The Lease (or a memorandum thereof) was duly recorded with the Surface Transportation Board on November 24, 1997 at 12:45 P.M. under recordation number 21021.

B The Borrower and the Security Trustee have heretofore entered into that certain Mortgage and Security Agreement (BNSF 1997-J) dated November 25, 1997 (as amended, supplemented and modified to date, the "*Mortgage*") by which the Borrower granted a security interest in the Equipment to the Security Trustee in order to secure the Borrower's performance of its obligations as described in the Loan Agreement. The Mortgage (or a memorandum thereof) was duly recorded with the Surface Transportation Board on November 24, 1997 at 12:45 P.M. under recordation number 21021-A.

C The Lessor and the Lessee have heretofore entered into that certain Lease Supplement No 1 (BNSF 1997-J) dated November 25, 1997 (as amended, supplemented or modified to date, the "*Lease Supplement*") by which the Lessor has leased to Lessee the Equipment. The Lease Supplement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on November 24, 1997 at 12:45 P.M. under recordation number 21021-B.

D The Borrower and the Security Trustee have heretofore entered into that certain Mortgage Supplement No 1 (BNSF 1997-J) dated November 25, 1997 (as amended, supplemented and modified to date, the "*Mortgage Supplement*") by which the Borrower granted a security interest in the Equipment to the Security Trustee in order to secure the Lessor's performance of its obligations as described in the Loan Agreement. The Mortgage Supplement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on November 24, 1997 at 12:45 P.M. under recordation number 21021-C.

E The Borrower and the Security Trustee have heretofore entered into that certain Memorandum of Lease Assignment (BNSF 1997-J) dated November 25, 1997 (as amended, supplemented and modified to date, the "*Lease Assignment*") by which the Borrower assigned

its rights in the Lease with respect to the Equipment to the Security Trustee in order to secure the Borrower's performance of its obligations as described in the Loan Agreement. The Lease Assignment (or a memorandum thereof) was duly recorded with the Surface Transportation Board on November 24, 1997 at 12 45 P.M. under recordation number 21021-D.

F The Borrower and the Agent have heretofore entered into that certain Dollar Account Pledge Agreement (BNSF 1997-J) dated November 25, 1997 (as amended, supplemented and modified to date, the "*Pledge Agreement*") by which the Borrower pledged, assigned and granted to the Agent a security interest in all of Borrower's right, title and interest in and to the Dollar Account (other than in respect of Excepted Interests) described in the Pledge Agreement. The Pledge Agreement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on November 24, 1997 at 12 45 P.M. under recordation number 21021-E.

G The Lessor and the Lessee have heretofore entered into that certain Lessor Security Agreement (BNSF 1997-J) dated November 25, 1997 (as amended, supplemented and modified to date, the "*Lessor Security Agreement*") by which the Lessor granted to the Lessee a security interest in the Equipment. The Lessor Security Agreement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on November 24, 1997 at 12 50 P.M. under recordation number 21021-F.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

1 DEFINITIONS AND INTERPRETATION

Capitalized terms used herein without definition have the meanings assigned to them in the Lease.

2 TERMINATION.

Each of the Lease, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Lease Assignment, the Pledge Agreement and the Lessor Security Agreement is terminated effective as of the date hereof with respect to the Equipment subject thereto.

3 SURVIVAL

This Termination Agreement shall neither impair nor terminate the rights and obligations of the parties under the Lease, the Mortgage, the Lease Supplement, the Mortgage Supplement, the Lease Assignment, the Pledge Agreement or the Lessor Security Agreement, as applicable, which expressly survive this termination.

4 COUNTERPARTS


This Agreement may be executed in any number of counterparts, and each counterpart shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same instrument

5 GOVERNING LAW

This Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of New York

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written

NBB FONTANA LEASE CO., LTD

By 
Name Gregory Azzara
Title Attorney-in-Fact

BNSF RAILWAY COMPANY (formerly known as
The Burlington Northern and Santa Fe
Railway Company)

By _____
Name Todd J Bailey
Title Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor-in-interest to First
Security Bank, National Association), as
Security Trustee

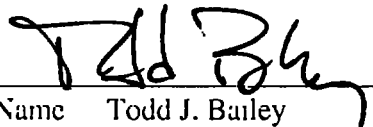
By _____
Name
Title

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written

NBB FONTANA LEASE CO , L I D

By _____
Name
Title.

BNSF RAILWAY COMPANY (formerly known as
The Burlington Northern and Santa Fe
Railway Company)

By  _____
Name Todd J. Bailey
Title Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor-in-interest to First
Security Bank, National Association), as
Security Trustee

By _____
Name
Title

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written

NBB FONTANA LEASE CO., LTD

By _____
Name.
Title

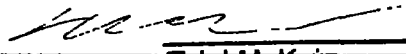
BNSF RAILWAY COMPANY (formerly known as
The Burlington Northern and Santa Fe
Railway Company)


By _____
Name: Todd J. Bailey
Title. Director-Finance

WELLS FARGO BANK NORTHWEST, NATIONAL
ASSOCIATION (successor-in-interest to First
Security Bank, National Association), as
Security Trustee

By *mic*
Name: Michael Arsenault
Title: Vice President

EXPORT DEVELOPMENT CANADA (FORMERLY
KNOWN AS EXPORT DEVELOPMENT
CORPORATION)

By 
Name: Tatal M. Kairouz
Title: Senior Asset Manager

By 
Name: _____
Title: Arturo Polisena
Asset Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On Nov 28, 2011

before me,

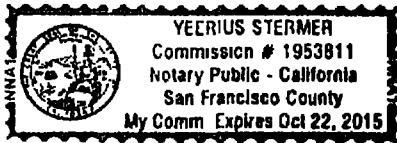
Yeerius Stermer, Notary Public

(Here Insert Name and Title of the Officer)

personally appeared

Gregory Azara

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature

Signature of Notary Public

Please Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document

Termination Agreement (BNSF-1997-J)

Document Date

Nov 28, 2011

Number of Pages

Signer(s) Other Than Named Above

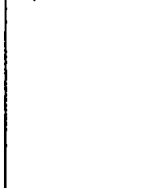
Capacity(ies) Claimed by Signer(s)

Signer's Name

- ☐ Individual
- ☐ Corporate Officer -- Title(s) _____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other _____

Signer Is Representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



Signer's Name

- ☐ Individual
- ☐ Corporate Officer -- Title(s) _____
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other _____

Signer Is Representing _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



STATE OF _____)
) SS
COUNTY OF _____)

On this, the ____ day of November, 2011, before me, a Notary Public in and for said County and State, personally appeared _____, who being by me duly sworn, says that (s)he is the Attorney-in-Fact of NBB FONTANA LEASE CO, LTD, that said instrument was signed on November ____, 2011 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned

Name
Notary Public
My Commission Expires
Residing in _____

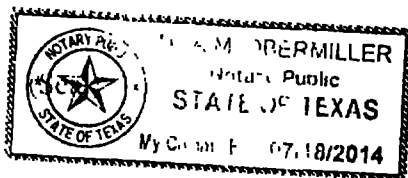
(Seal)

STATE OF TEXAS)
) SS
COUNTY OF TARRANT)

On this, the 14th day of November, 2011, before me, a Notary Public in and for said County and State, personally appeared Todd J Bailey, who being by me duly sworn, says that he is the Director-Finance of BNSF RAILWAY COMPANY, that said instrument was signed on November 11, 2011 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned

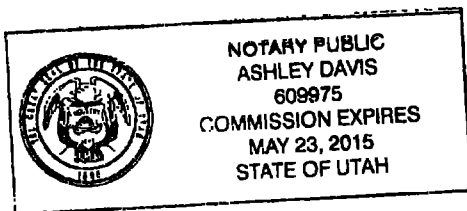
Lina Obermiller
Name. Tina Obermiller
Notary Public – State of Texas
My Commission Expires 7-18-14
Residing in Forth Worth, Texas



STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this, the 21st day of November, 2011, before me, a Notary Public in and for said County and State, personally appeared Michael Arsenault, who being by me duly sworn, says that he is the Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that said instrument was signed on November 21, 2011 on behalf of said banking corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned



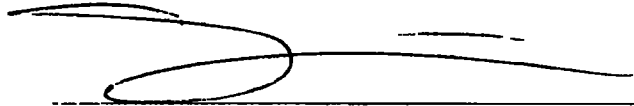
(Seal)

Ashley Davis
Name Ashley Davis
Notary Public
My Commission Expires MAY 23, 2015
Residing in Salt Lake

CITY OF OTTAWA)
)
PROVINCE OF ONTARIO)
) SS.
CANADA)

On this, the 17th day of November, 2011, before me, a Notary Public in and for the Province of Ontario, personally appeared Talal M Kairouz and Arturo Polisena, who being by me duly sworn, said that they are the Senior Asset Manager and Asset Manager respectively of EXPORT DEVELOPMENT CANADA, that said instrument was signed on November 17th, 2011 on behalf of said corporation by the above-named individuals who are both authorized to execute the attached document, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned



Name: Shannon Heather Miller
Notary Public
My Commission Does Not Expire
Residing in Ottawa, Ontario, Canada

(Seal)

DESCRIPTION OF EQUIPMENT

EQUIPMENT	QUANTITY	REPORTING MARKS
General Motors Corporation (Electro-Motive Division) Model SD70M-AC Diesel Electric Locomotives	7	BNSF 9838 through BNSF 9844, inclusive
General Motors Corporation (Electro-Motive Division) Model SD751 Diesel Electric Locomotives	14	BNSF 8276 through BNSF 8287, inclusive BNSF 8291 BNSF 8295
General Electric Company Dash 9-44CW Diesel Electric Locomotives	6	BNSF 4708 through BNSF 4713, inclusive